

RECORDATION NO. 25155-6 FILE

AUG 19 04 11-19 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

August 19, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption, dated as of August 19, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale which is being filed with the Board under Recordation Number _____-F.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity Rail Leasing IV L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: TRLIV 2004-1B Railcar Statutory Trust
c/o U.S. Bank Trust National Association
225 Asylum Street
23rd Floor
Hartford, Connecticut 06103

Mr. Vernon A. Williams
August 19, 2004
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A description of the railroad equipment covered by the enclosed document
is:

AMTX 10066 – AMTX 10260
CEMX 11312 – CEMX 11550
COEX 10066 – COEX 10130
TILX 16317 – TILX 16354
TILX 20127 – TILX 20143
TILX 32277 – TILX 32304
TILX 35201 – TILX 35400
TILX 100425 – TILX 100474
TILX 150510 – TILX 150882
TILX 190422 – TILX 190996
TILX 250534 – TILX 250582
TILX 290405 – TILX 290492
TILX 302327 – TILX 302579
TILX 400636 – TILX 400666
TILX 635384 – TILX 636172
TIMX 201178 – TIMX 201179

A short summary of the document to appear in the index is:

Assignment and Assumption.

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosure

AUG 19 '04

11:19 AM

ASSIGNMENT AND ASSUMPTION

SURFACE TRANSPORTATION BOARD

TRINITY RAIL LEASING IV LP., a Texas limited partnership (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRLIV 2004-1B Railcar Statutory Trust, a Connecticut statutory trust (the "Owner Trust"), acting through U.S. Bank Trust National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee (the "Owner Trustee"), under the Trust Agreement (TRLIV 2004-1B), dated as of August 19, 2004, by and between the Owner Trustee (in such capacity) and TRL One, LP, a Texas limited partnership (the "Owner Participant"), all of its right, title and interest in and to the Existing Equipment Subleases set forth on Schedule I hereto and any and all income and proceeds thereof arising on and after the date hereof. This assignment is made pursuant to the Participation Agreement (TRLIV 2004-1B), dated as of August 19, 2004 (the "Participation Agreement"), by and among the Assignor, Trinity Rail Leasing Trust II, a Delaware statutory trust, Trinity Industries Leasing Company, a Delaware corporation, Trinity Industries, Inc., a Delaware corporation, the Owner Trust, the Owner Trustee, the Owner Participant, Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity except as expressly provided therein but solely as pass through trustee under the Pass Through Trust Agreement, and as trustee under the Indenture, and Ambac Assurance Corporation, as Policy Provider.

The Assignor hereby warrants to the Owner Trust and its successors and assigns that at the time of assignment of the Existing Equipment Subleases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Existing Equipment Subleases free and clear of all Liens (other than subleases of the Existing Equipment Subleases by the Sublessees as expressly permitted by the Existing Equipment Subleases and other than Permitted Liens of the type described in clauses (ii), (iii), (iv) and (v) of the definition thereof), and the Assignor covenants that it will defend forever such title to the Existing Equipment Subleases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Existing Equipment Subleases by the Assignor hereunder. Notwithstanding the provisions above and its and the Owner Trust's intent that the Assignor transfer, assign and otherwise convey and grant to the Owner Trust all right, title and interest of the Assignor in the Existing Equipment Subleases, as a precaution only, in the event of any challenge to this Assignment and Assumption as being in the nature of an absolute assignment rather than a financing, the Seller hereby also grants the Owner Trust a security interest in the Existing Equipment Subleases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Participation Agreement provide that this Assignment and Assumption is other than a transfer, assignment and otherwise conveyance and grant to the Owner Trust of all right, title and interest of the Assignor in the Existing Equipment Subleases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Equipment Lease Agreement (TRLIV 2004-1B), dated as of August 19, 2004, between the Assignor, as Lessee, and the Owner Trust, as Lessor.

The Owner Trust hereby assumes, and agrees it is unconditionally bound in respect of, as of the Closing Date, all duties and obligations of the Assignor under the Existing Equipment Subleases.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

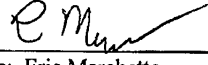
The Assignor will duly execute and deliver to the Owner Trust such further documents and assurances and take such further action as the Owner Trust may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and propose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the Owner Trust hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the Assignor has caused this instrument to be
executed on the 14 day of August, 2004.

TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC,
its General Partner

By: 
Name: Eric Marchetto
Title: Vice President

**TRLIV 2004-1B RAILCAR STATUTORY
TRUST**

By: U.S. Bank Trust National Association
its Owner Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor has caused this instrument to be
executed on the 19 day of August, 2004.

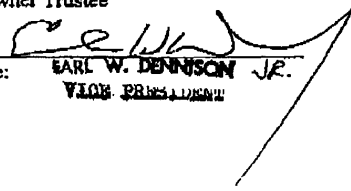
TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC,
its General Partner

By: _____
Name: Eric Marchetto
Title: Vice President

**TRLIV 2004-1B RAILCAR STATUTORY
TRUST**

By: U.S. Bank Trust National Association
its Owner Trustee

By: 
Name: EARL W. DENNISON JR.
Title: VICE PRESIDENT

STATE OF IL }
COUNTY OF COOK }

SS:

On this 19th day of August, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP IV, LLC, General Partner of Trinity Rail Leasing IV L.P., that said instrument was signed on behalf of said limited partner by said limited liability company as general partner of Trinity Rail Leasing IV L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.

Michelle Kallick
Notary Public

My Commission Expires:

8.27.05



STATE OF MASSACHUSETTS }
COUNTY OF SUFFOLK }

SS:

On this 16th day of August, 2004, before me personally appeared EARL W. DENNISON JR. to me personally known, who being duly sworn, stated that he/she is VICE PRESIDENT of U.S. Bank Trust National Association, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of the TRLIV 2003-1B Railcar Statutory Trust by authority of its board of directors or equivalent governing body, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maria J. Apicella
Notary Public

My Commission Expires:

9-9-05

Schedule I

Participation Agreement

Pool B

List of Existing Equipment Subleases

Existing Equipment Subleases

Ten (10) units identified with marks TILX 32291-32299, 32301 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated August 13, 2003, between TILC and Boral Material Technologies.

Ten (10) units identified with marks TILX 32277, 32280, 32282-32283, 32285-32286, 32300, and 32302-32304 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated June 3, 2003, between TILC and Lone Star Industries, Inc.

Fifteen (15) units identified with marks TILX 636158-636172 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated January 5, 2004, between TILC and Adkins Energy LLC.

Eighteen (18) units identified with marks TILX 635413-635415, 635422-635423, 635384, 635387-635389, 635396-635397, 635424, 635428, 635444, 635454-635456, and 635460 leased pursuant to Riders One (1), Two (2) and Three (3) to that certain Railroad Car Lease Agreement, dated November 13, 2002, between TILC and Commodity Specialists Company.

Forty (40) units identified with marks TILX 636103-636142 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated January 5, 2004, between TILC and Lincolnland Agri-Energy LLC.

Twenty-three (23) units identified with marks TILX 636040-636062 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated May 10, 2004, between TILC and United Bio Energy Ingredients LLC.

Seventy-five (75) units identified with marks TILX 150833-150882 and 150585-150609 leased pursuant to Riders Two (2) and Three (3) to that certain Railroad Car Lease Agreement, dated April 9, 2001, between TILC and International Commodities Export Corporation.

One hundred six (106) units identified with marks TILX 150510-150559 and 150667-150722 leased pursuant to Riders One (1) and Two (2) to that certain Railroad Car Lease Agreement, dated August 26, 2003, between TILC and IMC Phosphates Co.

Thirty (30) units identified with marks TILX 150753-150782 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated March 1, 1991, between TILC and Koch Sulfur Products Company.

Thirty-eight (38) units identified with marks TILX 16317-16354 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated January 16, 2001, between TILC and OMYA, Inc.

Five (5) units identified with marks TILX 290418-290422 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated October 24, 2001, between TILC and BioProducts, Inc.

Fifty-three (53) units identified with marks TILX 302327-302354 and 302380-302404 leased pursuant to Riders Six (6) and Seven (7) to that certain Railroad Car Lease Agreement, dated September 23, 2002, between TILC and The Premcor Refining Group, Inc.

Fifty (50) units identified with marks TILX 100425-100474 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement, dated September 14, 1987, between TILC and Rhodia, Inc.

Fourteen (14) units identified with marks TILX 302464-302466 and 302544-302554 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement, dated January 1, 2001, between TILC and Nova Chemicals Corporation.

Twenty-five (25) units identified with marks TILX 302498-302522 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated June 1, 2004, between TILC and SemStream LP.

Twenty-five (25) units identified with marks TILX 302429-302452, 302454 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement, dated September 23, 2002, between TILC and Williams Power Company, Inc.

Thirty (30) units identified with marks TILX 20127-20143, 400649-400651, 400655, 400657, and 400659-400666 leased pursuant to Riders Six (6) and Seven (7) to that certain Railroad Car Lease Agreement, dated June 8, 2000, between TILC and The BOC Group, Inc.

One (1) unit identified with mark TILX 400636 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated December 5, 2000, between TILC and American Dry Ice Corporation.

Seventy-six (76) units identified with marks TILX 190523-190585 and 190831-190843 leased pursuant to Riders Three (3) and Four (4) to that certain Railroad Car Lease Agreement, dated April 25, 2001, between TILC and Renewable Products Marketing Group LLC.

Sixty (60) units identified with marks TILX 190718-190729, 190746, 190749, 190754-190755, 190757-190759, 190761-190763, 190768, 190770, 190773-190776, 190778,

190785, 190787, and 190793-190821 leased pursuant to Rider Five (5) to that certain Railroad Car Lease Agreement, dated June 18, 2001, between TILC and Ethanol Products LLC.

Five (5) units identified with marks TILX 290428-290432 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated October 22, 2003, between TILC and Abengoa Bioenergy Corporation.

Thirty-seven (37) units identified with marks TILX 290448-290462, 190422-190426, 190429, 190432-190434, 190439, and 250571-250582 leased pursuant to Riders Forty-Two (42), Forty-Four (44) and Forty-Five (45) to that certain Railroad Car Lease Agreement, dated May 17, 1979, between TILC and Cargill, Inc.

Three (3) units identified with marks TILX 290405-290407 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated October 13, 1994, between TILC and Murex, Inc.

Nineteen (19) units identified with marks TILX 290478-290492 and 270044-270047 leased pursuant to Riders Nine (9) and Ten (10) to that certain Railroad Car Lease Agreement, dated December 9, 1987, between TILC and National Starch & Chemical Corporation.

Two hundred (200) units identified with marks TILX 35201-35400 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated March 12, 2003, between TILC and Commercial Metals Company.

One hundred twenty-six (126) units identified with marks CEMX 11312-11322, 11350-11375, 11538-11550, 11413-11450, and 11488-11525 leased pursuant to Riders Five (5), Six (6), Seven (7) and Eight (8) to that certain Railroad Car Lease Agreement, dated February 8, 2000, between TILC and Cemex, Inc.

Two (2) units identified with marks TIMX 201178-201179 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement, dated March 4, 2003, between TILC and Air Liquide America, L.P.

One hundred thirty (130) units identified with marks AMTX 10066-10130 and 10196-10260 leased pursuant to Riders Two (2) and Three (3) to that certain Railroad Car Lease Agreement, dated February 28, 2003, between TILC and Tuco, Inc.

Sixty-five (65) units identified with marks COEH 10066-10130 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated February 19, 2004, between TILC and Ohio Valley Electric Corporation.

Twelve (12) units identified with marks TILX 302568-302579 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated January 1, 2001, between TILC and Nova Chemical (Canada) Ltd.

Sixty-four (64) units identified with marks TILX 190873-190901 and 190937-190971 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated March 23, 2004, between TILC and Musket Corporation.

Thirty-seven (37) units identified with marks TILX 250534-250570 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated December 4, 2002, between TILC and Bunge North America, Inc.

Twelve (12) units identified with marks TILX 190985-190996 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated June 28, 2004, between TILC and Tesoro Refining & Marketing Company.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: August 18, 2004



Edward M. Luria